

V I R G I N I A:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT:	<u>Equitable Production Company</u>)	VIRGINIA GAS
)	AND OIL BOARD
RELIEF SOUGHT:	(1) ESTABLISHMENT OF THE DRILLING)	
	UNIT DEPICTED IN EXHIBIT A HERETO)	DOCKET NO.
	AND SERVED BY WELL NO. <u>V-503179</u>)	<u>03/09/16-1193</u>
	(herein "Subject Drilling Unit"))	
	PURSUANT TO VA. CODE § 45.1-361.20;)	
	(2) POOLING OF INTERESTS IN)	
	SUBJECT DRILLING UNIT PURSUANT TO)	
	VA. CODE § 45.1-361.21, FOR THE)	
	PRODUCTION OF GAS OTHER THAN)	
	COALBED METHANE GAS FROM SUBJECT)	
	FORMATIONS (herein referred)	
	to as "Conventional Gas" or "Gas");)	
	and (3) DESIGNATE THE APPLICANT)	
	AS THE UNIT OPERATOR FOR THE)	
	SUBJECT DRILLING UNIT)	
)	
LEGAL DESCRIPTION:)	
)	
	DRILLING UNIT SERVED BY WELL NUMBERED)	
	<u>V-503179</u> TO BE DRILLED IN THE LOCATION)	
	DEPICTED ON EXHIBIT A HERETO)	
	Pine Mt. Oil & Gas Tract T-244)	
	<u>Haysi QUADRANGLE</u>)	
	<u>Sandlick MAGISTERIAL DISTRICT</u>)	
	<u>Dickenson COUNTY, VIRGINIA</u>)	
	(the "Subject Lands" are more particularly)	
	described on Exhibit A attached hereto)	
	and made a part hereof))	

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on **September 16, 2003** Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College, Room 240, Abingdon, Virginia.

2. Appearances: **James E. Kaiser** appeared for the Applicant. **Sharon M.B. Pigeon**, Assistant Attorney General was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to Va. Code § 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has represented to the Board that it has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies,

ENTERED

businesses, trusts, joint ventures or other legal entities) entitled by Va. Code § 45.1-361.19 to notice of the Application filed herein; and (3) that the persons set forth in their Application and Notice of Hearing have been identified by Applicant through its due diligence as Owners or Claimants of Conventional Gas interests underlying Subject Drilling Unit, including those set out in **Exhibit B-3** who have not heretofore leased, sold or voluntarily agreed with the Applicant to pool their Gas interests in Subject Drilling Unit. Conflicting Gas Owners/Claimants in Subject Drilling Unit are listed on **Exhibit E**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of due process.

4. Amendments: **None**

Dismissals: **None**

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.20, the Board establish Subject Drilling Unit to be served by Well **V-503179**; and (2) that pursuant to Va. Code § 45.1-361.21, the Board pool the rights, interests and estates in and to the Conventional Gas of the known and unknown persons listed in the attached **Exhibit B-3**, and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Conventional Gas from the Subject Drilling Unit established for Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "Well Development and/or Operation in the Subject Drilling Unit"); and, (3) that the Board designate **Equitable Production Company** as Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted.

7.1 The Board hereby: (1) establishes Subject Drilling Unit pursuant to Va. Code § 45.1-361.20; (2) pursuant to Va. Code § 45.1-361.21.C.3, **Equitable Production Company** (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate Well No. **V-503179** in the Subject Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A** to produce Conventional Gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 4 VAC 25-150 et seq., Gas and Oil Regulations and to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; and (3) the rights, interests and estates in and to the Conventional Gas in Subject Drilling Unit including those of the known and unknown persons listed on **Exhibit B-3**, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands. There are no applicable field rules and the unit is subject to statewide spacing requirements of Va. Code § 45.1-361.17.

8. Election and Election Period: In the event any Gas owner named in the Application and Notice of Hearing has not heretofore reached a voluntary agreement to share in the operation of the well to be located in Subject Drilling Unit at a rate of payment mutually agreed to by said Gas owner and the Operator, then, such person may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed his written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

- 9.1 Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in **Exhibit B-3** who has not reached a voluntary agreement with the Operator may elect to participate in the Well Development and Operation on the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the Well Development and Operation, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completion-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs: \$289,673.00

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operators' "Percent of Unit" times the Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** in the unit who has not reached a voluntary agreement with the Operator may elect to accept a

cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well Development and Operation covered by this Order multiplied by the Gas owner's percentage Interest Within Unit as set forth in the Application and Notice of Hearing (for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing Gas owner in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well Development and Operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who does not reach a voluntary agreement with the Operator may elect to share in the Well Development and Operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject

Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in **Exhibit B-3** hereto does not reach a voluntary agreement with the Applicant and fails to do so within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well Development and Operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to Gas in the Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in **Exhibit B-3** elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be

tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well Development and Operation contemplated by this Order at a rate of payment agreed to mutually by said Owner or Claimant and the Applicant, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well Development and Operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Applicant such person's right, interests, and claims in and to said well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): **Equitable Production Company**, shall be and hereby is designated as Unit Operator authorized to drill and operate Well No. **V-503179** in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code § 45.1-361.27 et seq., §§ 4 VAC 25-150 et seq., Gas and Oil Regulations and §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Equitable Production Company
1710 Pennsylvania Avenue
Charleston, WV 25363
Phone: (304) 357-3522
Fax: (304) 343-7133
Attn: Melanie Freeman

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the well covered hereby within seven hundred and thirty (730) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the two-year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit

Operator drilling or operating the well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

Applicant has represented to the Board that there **are** unknown and/or unlocatable Gas owners in the Subject Drilling Unit whose interests are subject to the escrow requirements of Paragraph 16.1; and, the Applicant has represented to the Board that there **are not** conflicting claimants in Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof. Therefore, by the Order and unless and until otherwise ordered by the Board, the Escrow Agent **is** required to establish an interest-bearing escrow account for the Subject Drilling Unit.

Wachovia Bank
Corporate Trust PA1328
123 South Broad Street
Philadelphia, PA 19109-1199
Attention: Rachel Rafferty

16.1 Escrow Provisions for Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Va. Code § 45.1-361.21.D, be deposited by the Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to order of the Board in accordance with Va. Code § 45.1-361.21.D.

16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for

the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:
 - 17.1. Applicant is **Equitable Production Company, West Virginia corporation** duly authorized and qualified to transact business in the Commonwealth of Virginia;
 - 17.2. Applicant **Equitable Production Company** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
 - 17.3. Applicant **Equitable Production Company** claims ownership of Gas leases on **52.2845** percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same;
 - 17.4. Applicant has proposed the drilling of Well **V-503179** to a depth of **5,390** feet on the Subject Drilling Unit at the location depicted in **Exhibit A** to develop the pool of Gas in Subject Formations, and to complete and operate Well **V-503179** for the purpose of producing Conventional Gas.
 - 17.5 The estimated production of the life of the proposed Well **V-503179** is **300 MMCF**.
 - 17.6 With this Application, notice was provided to everyone claiming an ownership interest relative to the production of conventional gas in the Subject Drilling Unit. Set forth in **Exhibit B-3**, is the name and last known address of each Owner or Claimant identified by the Applicant as Gas owners in Subject Drilling Unit who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. Gas interests unleased to the Operator and listed in **Exhibit B-3** represent **47.7155** percent of Subject Drilling Unit;
 - 17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the Wells are those options provided in Paragraph 9 above;
 - 17.8 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas;
 - 17.9 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in **Exhibit B-3** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Conventional Gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all

persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by the Unit Operator to each Respondent named in **Exhibit B-3** pooled by this Order and whose address is known.

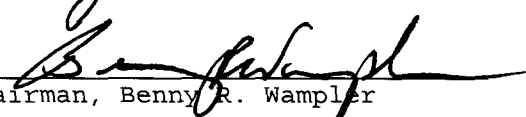
19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.


21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 14th day of June, 2004, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this 30th day of June, 2004, by Order of this Board.


B. R. Wilson
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 14th day of June, 2004 personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.



Notary Public

My commission expires: 7/31/06

STATE OF VIRGINIA)
COUNTY OF WASHINGTON)

Acknowledged on this 30th day of June, 2004, personally before me a notary public in and for the Commonwealth of Virginia, appeared B. R. Wilson, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Diane J Davis

Notary Public

My commission expires: 9/30/05

Order Recorded Under Code of
Virginia Section 45.1-601.23

BK 401 PG 602

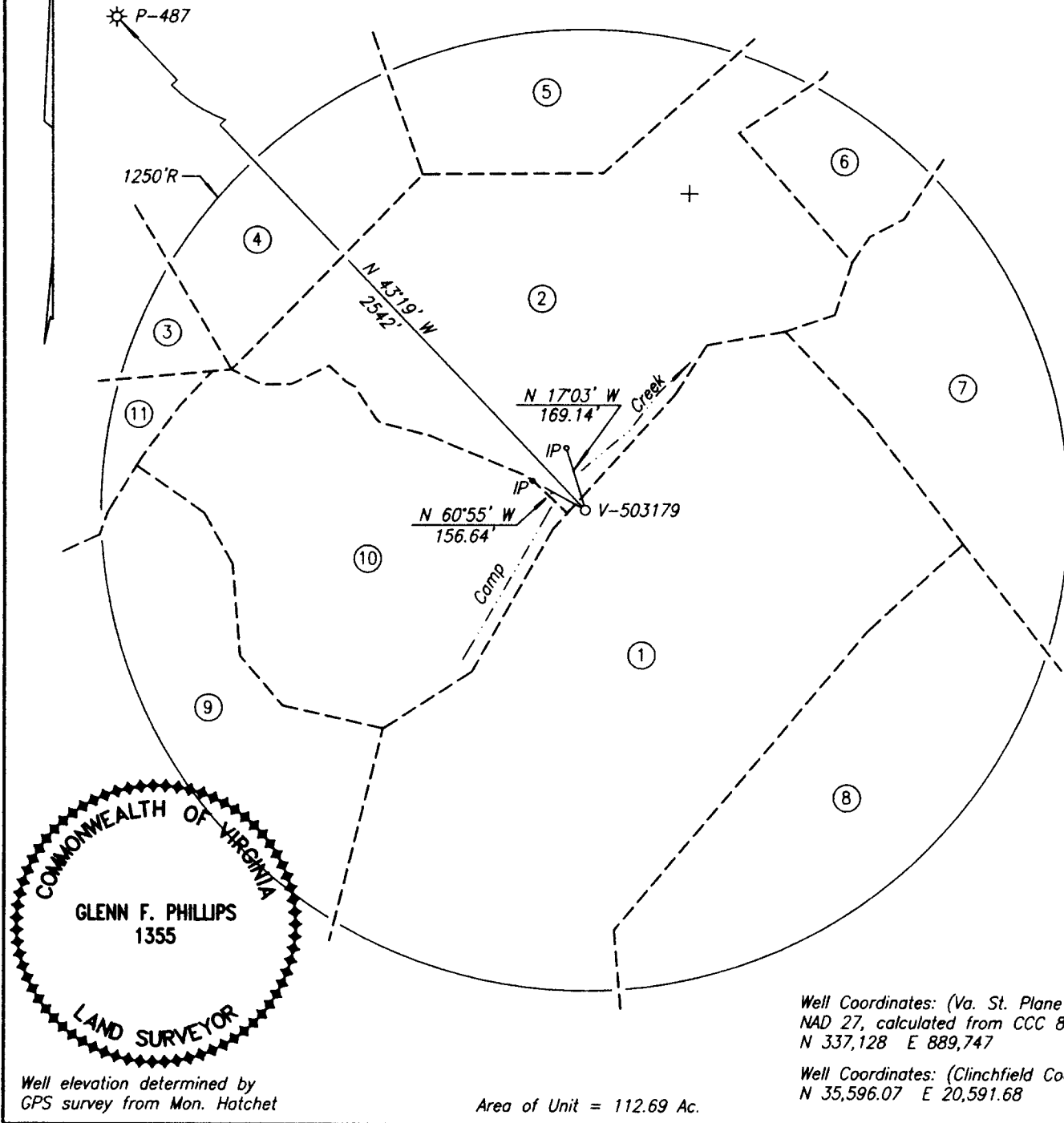
6,140'

Note: See Attached Tract
Ownership Information Schedule

Latitude 37° 12' 30"

Longitude 82° 17' 30"

3,860'



WELL LOCATION PLAT

COMPANY Equitable Production Company WELL NAME AND NUMBER V-503179
TRACT NO. T-244 ELEVATION 1,498.13' QUADRANGLE Haysi
COUNTY Dickenson DISTRICT Sandlick SCALE 1" = 400' DATE 7-17-2003
This Plat is a new plat x; an updated plat ; or a final location plat

+ Denotes the location of a well on United States topographic Maps, scale 1 to
24,000, latitude and longitude lines being represented by border lines as shown.

Glenn F. Phillips

~~Licensed Professional Engineer or~~ Licensed Land Surveyor

V-503179 PLAT
TRACT OWNERSHIP INFORMATION SCHEDULE

- 1 . Lease No. 241490L / T-244
T. K. Colley
88.44 Acres
Clinchfield Coal Company / Pyxis Resources Company - surface
CSTL LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Dickenson-Russell Coal Company LLC - coal lessee
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 31.33 Ac. 27.81%
- 2 . Lease No. 242634L
Ida Willis Heirs - coal, oil & gas
25.00 Acres
Olen & Francis Rose - surface
CSTL LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Dickenson-Russell Coal Company LLC - coal lessee
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 20.45 Ac. 18.15%
- 3 . Lease No. 242426L
George Wallace - oil & gas
7.49 Acres
Gas 1.01 Ac. 0.90%
- 4 . Lease No. 242832L
James R. & Cleta Bartley - oil & gas
12.00 Acres
Gas 5.39 Ac. 4.78%
- 5 . Jackie Lee & Wanda C. Owens - oil & gas
25.00 Ac.
Gas 5.65 Ac. 5.01%

- 6 . Lease No. 241640L / T2-29
A. W. Hay
23.40 Acres
Clinchfield Coal Company / Pyxis Resources Company - surface
CSTL LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Dickenson-Russell Coal Company LLC - coal lessee
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 2.64 Ac. 2.34%
- 7 . Hugh Belcher - oil & gas
23.00 Ac.
Gas 9.78 Ac. 8.68%
- 8 . Lease No. 241490L / T-447
C. A. Willis
152.87 Acres
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 12.86 Ac. 11.41%
- 9 . Kerry L. Hay, et al - oil & gas
10.00 Ac.
Gas 8.57 Ac. 7.60%
- 10 . Archie Mullins, Jr. & Wanda B. Mullins - oil & gas
13.00 Acres
CSTL LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Dickenson-Russell Coal Company LLC - coal lessee
Gas 14.03 Ac. 12.45%
- 11 . Lease No. 242821L
Terry Hay Gortney
10.00 Ac.
Gas 0.98 Ac. 0.87%

EXHIBIT "B-3"
V-503179

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	<u>Gas Estate</u>			
2	Ida Willis Heirs:			
	Phillip Willis, single P O Box 195 Haysi, VA 24256	Unleased	0.79860000%	0.8998
	Kenny G. Compton and Sidney G. Compton, his wife 1300 Roanoke Street Christiansburg, VA 24073	Unleased	0.79860000%	0.8998
	Thurston H. Willis and Kathleen Willis, his wife 2150 S. Gavord Road Sterling, MI 48659-9648	Unleased	0.79860000%	0.8998
	Hermine Willis, widow 526 Lowery Drive SW Abingdon, VA 24210	Unleased	1.19790000%	1.3497
	Flecie Sliger, widow Route 3, Box 254 Tazewell, VA 24651	Unleased	0.90750000%	1.0225
	Ruby Ratliff, widow Unknown	Unleased	0.90750000%	1.0225
	Wayne F. Compton and Joy C. Compton, his wife 1386 Jennelle Road Blacksburg, VA 24060	Unleased	0.79860000%	0.8998
	Dorothy Compton Willis and Teddie Willis, her husband 2829 Hart Road Clover, SC 29710	Unleased	0.79860000%	0.8998
	Herby W. Webster and Theda C. Webster, his wife 1524 North Fork Road Christiansburg, VA 24073	Unleased	0.79860000%	0.8998

Clifford J. Compton and Mary M. Compton, his wife 102 Junkin Street Christiansburg, VA 24073	Unleased	0.79860000%	0.8998
Jeff Barnette Unknown	Unleased	0.30855000%	0.3477
Ernie Barnette Unknown	Unleased	0.30855000%	0.3477
Bobby G. Garrett and Patricia Garrett, his wife 15667 State Fair Road Detroit, MI 48205	Unleased	0.32670000%	0.3681
Linda G. Garrett, widow 2703 Bridge Road Huntsville, AL 35810	Unleased	0.43560000%	0.4908
Julia McGuire Willis Allan Unknown	Unleased	0.07260000%	0.0818
Douglas Ray Willis, single Unknown	Unleased	0.15609000%	0.1759
Michael Todd Willis, single Unknown	Unleased	0.15609000%	0.1759
Victor Franklin Willis, single Unknown	Unleased	0.15609000%	0.1759
Mary Jean Willis, single Unknown	Unleased	0.15609000%	0.1759
Patsy Barton, single Box 30 Birchleaf, VA 24220	Unleased	0.21780000%	0.2454
Gary Willis, single HC1 Box 105 Birchleaf, VA 24220	Unleased	0.21780000%	0.2454
Larry Willis, single Unknown	Unleased	0.21780000%	0.2454
Rebecca Woods Unknown	Unleased	0.21780000%	0.2454
Sue Willis, widow P O Box 1402 Coeburn, VA 24230	Unleased	0.96195000%	1.0839
Vickie Turner and David Turner, her husband Route 1 Box 183 Clincho, VA 24226	Unleased	0.21780000%	0.2454

	Annette Mitchell and Sammy Mitchell, her husband P O Box 486 Coeburn, VA 24226	Unleased	0.21780000%	0.2454
	Rebecca Willis Bartley and Derwin Bartley, her husband HC 67 Box 281 Dante, VA 24237	Unleased	0.21780000%	0.2454
	Matthew Willis, single P O Box 1402 Coeburn, VA 24230	Unleased	0.21780000%	0.2454
	Adam Willis, single P O Box 923 Coeburn, VA 24230	Unleased	0.21780000%	0.2454
	Patty Willis Croyle and Robert Croyle, her husband P O Box 964 Coeburn, VA 24230	Unleased	0.21780000%	0.2454
	Rufus Alton Willis, Jr. and Robin Renee Willis, his wife Unknown	Unleased	0.15609000%	0.1759
5	Jackie Lee Owens and Wanda C. Owens, his wife 846 Highway 44 Bristol, TN 37620	Unleased	5.010000%	5.6500
7	Hugh Calvin Belcher and Martha Diane Belcher, his wife P O Box 1500 Clintwood, VA 24228	Unleased	8.680000%	9.7800
9	Kerry L. Hay and Sula Hay, his wife 1691 Lusters Gate Road Blacksburg, VA 24060	Unleased	7.600000%	8.5700
10	Wanda B. Mullins, single Route 1 Box 195 Clincho, VA 24226	Unleased	12.450000%	14.0300
	TOTAL GAS ESTATE		47.715500%	53.7765
	Percentage of Unit Leased		52.284500%	
	Percentage of Unit Unleased		47.715500%	
	Acreage in Unit Leased			58.9135
	Acreage in Unit Unleased			53.7765

INSTRUMENT NO. 040001303
Recorded in the Clerk's Office
of Dickenson County

BK 401 PG 608

EXHIBIT "E"
V-503179

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
		<u>Gas Estate</u>		
	Ruby Ratliff, widow Unknown	Unleased	0.90750000%	1.0225 ✓
	Jeff Barnette Unknown	Unleased	0.30855000%	0.3477 ✓
	Ernie Barnette Unknown	Unleased	0.30855000%	0.3477 ✓
	Julia McGuire Willis Allan Unknown	Unleased	0.07260000%	0.0818 ✓
	Douglas Ray Willis, single Unknown	Unleased	0.15609000%	0.1759 ✓
	Michael Todd Willis, single Unknown	Unleased	0.15609000%	0.1759 ✓
	Victor Franklin Willis, single Unknown	Unleased	0.15609000%	0.1759 ✓
	Mary Jean Willis, single Unknown	Unleased	0.15609000%	0.1759 ✓
	Larry Willis, single Unknown	Unleased	0.21780000%	0.2454 ✓
	Rebecca Woods Unknown	Unleased	0.21780000%	0.2454 ✓
	Rufus Alton Willis, Jr. and Robin Renee Willis, his wife Unknown	Unleased	0.15609000%	0.1759 ✓
	TOTAL GAS ESTATE		2.813250%	3.1698

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, 07/02, 2004. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 2:01 o'clock P.M., after payment of \$ 0 tax imposed by Sec. 58.1-802.

Original returned this date to: Dmme

TESTE: JOE TATE, CLERK
BY: Harry Baker D. CLERK